



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF ADMINISTRATION
NEW JERSEY PUBLIC
BROADCASTING AUTHORITY
P.O. BOX 777
TRENTON, NJ 08625-0777

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

December 15, 2011

Public Media NJ, Inc.
c/o WNET.ORG
825 Eighth Avenue
New York, NY 10019
Attn: Robert Feinberg, General Counsel
Telecopy: 212-560-6981

Dear Mr. Feinberg:

This letter agreement (this "Letter Agreement") is entered into as of the date written above and confirms the further agreement of New Jersey Public Broadcasting Authority, an independent instrumentality of the State of New Jersey allocated to but not of the Department of the Treasury of the State of New Jersey ("NJPBA") and Public Media NJ, Inc., a New Jersey not-for-profit corporation ("PMNJ") as set forth below relating to that certain Programming and Services Agreement ("Programming Agreement") dated as of July 1, 2011, by and between NJPBA and PMNJ (PMNJ, together with NJPBA, the "Parties"). Capitalized terms used herein and not defined in this Letter Agreement have the meaning set forth in the Programming Agreement. Unless specifically addressed in this Letter Agreement, in the event of a conflict between the Programming Agreement and this Letter Agreement, the Programming Agreement shall control.

The purpose of this Letter Agreement is clarify the rights and responsibilities of the Parties with regard to compliance with Federal Communications Commission ("FCC") rules, regulations and policies regarding broadcast licensee control.

1. Section 2.1(a). The fourth sentence of Section 2.1(a) shall be revised as follows:

NJPBA confirms that no Programming shall be deemed to be unsatisfactory, unsuitable, or contrary to the public interest based on short term (less than one year) audience ratings or on comparisons of the programming and ratings to any other programming not of a similar type or purpose, underwriter reactions, or the availability of alternative programming that NJPBA believes to be more financially desirable.

2. Section 3.2(a). Section 3.2(a) shall be revised as follows:

All amounts contributed in response to on-air solicitations or fundraising drives on any one or more of the Stations shall be accounted for by PMNJ and reported to NJPBA. NJPBA will retain ultimate control of these funds, but as a contractual matter, commits to using them in the first instance to pay PMNJ (or to allow PMNJ to retain the funds) for use solely to fund the production and acquisition of the Programming for the Stations. For the avoidance of doubt, NJPBA appoints PMNJ to receive such amounts from on-air solicitations or fundraising drives, as fiscal agent for NJPBA, solely to raise support for the Stations, in accordance with prevailing public television industry standards and FCC requirements, and NJPBA directs PMNJ to use such amounts solely to produce and acquire the Programming for the Stations, it being understood by the Parties that one of the primary purposes for the Programming Agreement is the continued provision of Programming that serves the needs and interests of the Stations' communities of license in New Jersey.

3. Section 11.1. Section 11.1 shall be revised as follows:

This Agreement shall commence on the Commencement Date and end at 11:59 p.m. (New Jersey time) five years after the Commencement Date (the "Initial Term") and shall automatically renew for two (2) additional five (5) year terms (the Initial Term or any renewal term, shall be the "Term"), unless not less than one hundred and eighty (180) days prior to the end of the then current five-year Term, PMNJ or NJPBA provides written notice to the other that the Agreement will terminate at the end of the then current five-year Term without further renewal.

This Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey applicable to contracts made and to be performed therein (without giving effect to its principles of conflicts of law).

This Letter Agreement may be executed by facsimile and in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

[signatures on next page]

In recognition of and to memorialize the Parties' agreement with respect to the Programming Agreement and the matters addressed in this Letter Agreement, each of the Parties has signed below intending to be bound thereby and hereby.

NEW JERSEY PUBLIC BROADCASTING AUTHORITY

By:  _____

Name: Andrew P. Sidamon-Eristoff

Title: Chair, New Jersey Public Broadcasting Authority

PUBLIC MEDIA NJ, INC.

By: _____

Name: Neal Shapiro

Title: President, Public Media NJ, Inc.

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